

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION**

**MARUBENI-ITOCHU STEEL,  
Plaintiff**

V.

**M.V. JIN HAI YU f/k/a M.V. K. GOLD,**  
***In rem*, her engines, tackle, boilers, etc.**

**V.**

**SK SHIPPING CO., LTD. and  
GOLD SHIPHOLDING, S.A.,  
Defendants**

~~~~~

**C.A. No.** \_\_\_\_\_  
**In Admiralty**

## COMPLAINT

Plaintiff by its attorneys, Hill Rivkins LLP, complaining of the above-named vessel and defendants, alleges upon information and belief:

**A.**

1. This is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 U.S.C. § 1333.

### B.

2. At and during all the times hereinafter mentioned, plaintiff had and now has the legal status and principal offices and places of business stated in Schedule A hereto annexed and by this reference made a part hereof.

**C.**

3. At and during all times hereinafter mentioned, defendants had and now have the legal status and offices and places of business stated in Schedule A, and were and now are engaged in business as common carriers of merchandise by water for hire, and owned, operated, managed, chartered, and/or controlled the above-named vessel which now is or

will be within the jurisdiction of this court or another competent U.S. Federal Court during the pendency of this action.

**D.**

4. On or about the date and at the port of shipment stated in Schedule A, there was delivered to the vessel and defendants, in good order and condition, the shipment described in Schedule A, which the vessel and defendants received, accepted and agreed to transport for certain consideration to the port of destination stated in Schedule A.

**E.**

5. The vessel arrived in Houston, Texas and discharged the shipment in Houston where the shipment was delivered with physical and water damage which was not evident on loading.

**F.**

6. By their negligent handling, stowage, and/or transportation of the cargo carried from Kaohsiung, Taiwan to Houston, Texas, defendants caused and/or contributed to the damage to said shipment.

**G.**

7. By reason of the premises, the above-named vessel and defendants breached, failed, and violated their duties and obligations as common carriers and were otherwise at fault.

**H.**

8. Plaintiff was the shipper, consignee, or owner of the shipment as described in Schedule A, and brings this action on its own behalf and, as agent and trustee, on behalf of and for the interest of all parties who may be or become interested in the shipment, as their respective interests may ultimately appear, and plaintiff is entitled to maintain this action.

**I.**

9. Plaintiff has duly performed all duties and obligations on its part to be performed.

**J.**

10. By reason of the premises, plaintiff has sustained damages, as nearly as same can now be estimated, no part of which has been paid although duly demanded, in the amount of THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00).

**K.**

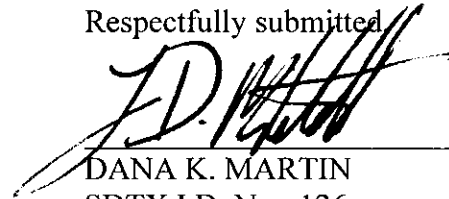
11. All and singular the premises are true and within the admiralty and maritime jurisdiction of the United States and of this honorable court.

WHEREFORE, plaintiff prays:

- a. That summons in due form of law may issue against defendants;
- b. That a judgment may be entered in favor of plaintiff against defendants, one or more of them, for the amount of plaintiff's damages and attorney's fees, together with interest and the costs and disbursements of this action;
- c. That process in due form of law according to the practice of this court in causes of admiralty or maritime jurisdiction may issue against the motor vessel, her engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath all and singular the matters aforesaid, and this court will be pleased to pronounce a judgment in favor of Plaintiff for its damages and attorneys' fees, together with interest, costs and disbursements, and the motor vessel may be condemned and sold to pay therefore; and

- d. That this court will grant to plaintiff such other and further relief as may be just and proper.

Respectfully submitted

A handwritten signature in black ink, appearing to read 'D. Martin', is written over a horizontal line.

DANA K. MARTIN

SDTX I.D. No.: 126

Texas Bar No.: 13057830

JUSTIN D. MITCHELL

SDTX I.D. No. 1055710

Texas Bar No. 24070285

HILL RIVKINS LLP

55 Waugh Drive, Suite 1200

Houston, Texas 77007

Telephone: 713/222-1515

Direct Line: 713/457-2287

Telefax: 713/222-1359

E-mail: [dmartin@hillrivkins.com](mailto:dmartin@hillrivkins.com)

E-mail: [jmitchell@hillrivkins.com](mailto:jmitchell@hillrivkins.com)

ATTORNEYS FOR PLAINTIFF

MARUBENI-ITOCHU STEEL

CANADA INC.

**VERIFICATION**

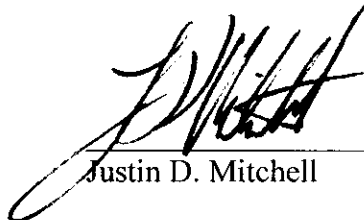
STATE OF TEXAS     §  
                                  §  
COUNTY OF HARRIS §

Justin D. Mitchell, Esq., being duly sworn, deposes and says:

I am an attorney with the firm of Hill Rivkins LLP, attorneys for plaintiff. I am over twenty-one (21) years of age and fully competent to make this Verification. I have read the foregoing Complaint and know its contents. The Complaint is true to my knowledge, except as to the matters stated in the Complaint to be based on information and belief, and as to those matters, I believe them to be true.

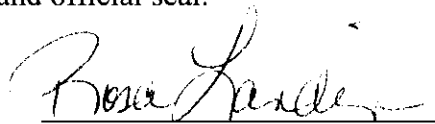
The reason this Verification is made by me and not by plaintiff is that plaintiff is a corporation, none of whose officers are now within this District.

The source of my information and the grounds for my belief as to those matters stated in the Complaint, to be alleged on information and belief, are documents and records in my files.

  
Justin D. Mitchell

Subscribed and sworn to before me, the undersigned notary public, on this 3<sup>rd</sup> day of May, 2010, to certify which witness my hand and official seal.



  
Notary Public, State of Texas

**SCHEDULE A**

**LEGAL STATUS AND PLACE OF BUSINESS OF PARTIES**

Plaintiff, **Marubeni-Itochu Steel Canada, Inc.**, was and now is a Canadian Corporation or other entity with an office in Houston, Texas.

Defendant, **M.V. JIN HAI YU f/k/a M.V. K. GOLD**, is a general cargo vessel sailing under the flag of The People's Republic of China. The vessel was built in 1996, and its gross tonnage is 26,922 metric tons. Its IMO number is 9125554.

Defendant, **SK Shipping Co., Ltd ("SK")**, was and now is a Korean corporation, or similar entity with a Texas Certificate of Authority to do business, with power to sue and be sued, which regularly does business in Texas and/or the United States as a common carrier of goods, which does maintain a Texas designated agent on whom service may be made, and thus may be served through its registered agent for the State of Texas, Jeong Hwa Lee, 9400 New Century Drive, Pasadena, TX 77507, or through any of its officers or directors at its local office: 6200 Savoy Drive, Suite 900, Houston, TX 77036-3346, or Park Eun-Kyung, 19<sup>th</sup> Floor, Sokak Namsan Green Building 267 Namdaemun-ro 5-ka P.O. Box 2732, Seoul 100-711, South Korea.

Defendant, **Gold Shipholding, S.A. ("GOLD")**, was and now is a Panama corporation, or similar entity with a Texas Certificate of Authority to do business, with power to sue and be sued, which regularly does business in Texas and/or the United States as a common carrier of goods, which does maintain a Texas designated agent on whom service may be made, and thus may be served c/o SK Shipping Co., Ltd, through its registered agent for the State of Texas, Jeong Hwa Lee, 9400 New Century Drive, Pasadena, TX 77507, or through any of its officers or directors at its local office: 6200 Savoy Drive, Suite 900, Houston, TX 77036-3346, or Park Eun-Kyung, 19<sup>th</sup> Floor, Sokak Namsan Green Building 267 Namdaemun-ro 5-ka P.O. Box 2732, Seoul 100-711, South Korea.

**DESCRIPTION OF SHIPMENT**

Vessel: M/V Jin Hai Yu f/k/a M.V. K. Gold

Date of Shipment: March 29, 2009

Port of Shipment: Kaohsiung, Taiwan

Port of Discharge: Houston, Texas

Shipper: Chung Hung Steel Corporation

Consignee: Marubeni-Itochu Steel Canada, Inc.

Description of Shipment: 1161 Bundles of Steel Pipe

Nature of Loss or Damage: Physical and Water Damage

Amount: \$30,000.00